

Town of Bowling Green
Town Council Meeting



Date: July 5, 2018
Agenda Item: VIII. B. Municode Consolidated Services Contract

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Melissa Lewis

PRESENTER TITLE: Clerk/Treasurer

AGENDA ITEM: VIII. B. Municode Consolidated Services Contract

BACKGROUND / SUMMARY:

Town Staff is currently using several different platforms and vendors to complete a number of daily tasks including: updating our website, credit card processing online, credit card processing in the office, and utility and tax bill printing. Currently agenda and council packet management and ordinance integration are being handled manually.

Municode offers a suite of products that integrates and make these daily tasks easier to complete and leave less room for user error.

ATTACHMENTS:

Municode Consolidated Services Proposal

REQUESTED ACTION:

Authorize the Town Manager to accept and sign the proposal

FOR MORE INFORMATION, CONTACT:

Phone#:

Name:

E-mail:

FOR USE DURING MEETING

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>	McDearmon
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>	Wright
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>	Gibson
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>	Satterwhite

VOTE: PASSED NOT PASSED

Agenda Management, Codification, Website Design, Bill Print, and Online Payments

Quote: Town of Bowling Green, Virginia



municode
★
CONNECTING YOU & YOUR COMMUNITY



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Executive Summary

Thank you for providing us the opportunity to help Bowling Green better connect with its community in meaningful ways. This proposal outlines Municode's recommended suite of integrated services and systems, provides a history of our company and introduces you to our team. Our goal is to create a long-term relationship by offering Bowling Green first-class customer service, deep municipal expertise, and an integrated suite of best-in-class services and systems.

Scope of Services Summary

We recommend that Bowling Green consider a complete modernization of its current service offering by choosing to implement the following integrated services.

- ☑ **Meeting and Agenda Management** – Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It will greatly reduce staff time and the effort required to create and publish online agendas and minutes. Key features include approval workflow, auto-generated agendas (Word/PDF), live council voting and roll call, email notifications, and audio/video integration.
- ☑ **Code of Ordinances Management** – Municode Legal is the nation's most comprehensive and technologically advanced municipal code publication, codification, and supplementation service provider, serving 4,500 clients nationwide. Key features include online code publishing, ordinance repository, code archiving, code versioning, language translation, email notifications, and advanced code search.
- ☑ **Website Design and Hosting** – Municode Web will allow Bowling Green to improve its image and profile, increase citizen self-service, and simplify staff workload. Our web offering serves as your community's online portal and integrates with our meetings, codification, and payment platforms. Key features include unified search, online fillable forms, calendar of events, alerts, email subscriptions, online payments, and ADA compliance.
- ☑ **Bill Printing** – Municode Utility Billing Services will take on the responsibility of designing, printing, and delivering utility bills to your customer. You can count on our years of experience and tested processes to get it right.
- ☑ **Online Payments** – Municode Pay provides your community with a simple, convenient, online tool to pay their bills and other fees to the Town. Key features include mobile optimization, IVR, enrollment and customer authentication, branding customization, and the ability to link accounts.

Cost Summary (Bundled Pricing Discount)

The below summary represents costs based on our recommended bundled solution for Bowling Green. The detailed quotes for each service will allow you to add or remove features to better match your specific needs and budget.

Service	Year 1 Fees	Years 2+ Fees
Meeting and Agenda Management	\$2,200 annual	\$2,200 annual
Code Recodification	\$8,100 (split into 4 payments)	N/A
Code Supplementation Fees and Online Hosting	No supplement fees until completion of Recodification, \$18.00 per page thereafter Online code \$0	Supplement fees are \$18.00 per code page amended, based on adopted legislation Online code \$395
Website Design and Hosting	\$3,800 project implementation \$1,500 annual hosting/support	\$1,500 annual hosting/support
Bill Printing	Reference summary page	Reference summary page
Online Payments	Reference summary page	Reference summary page

Company Profile

History, Mission, and Team

With over 65 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-five years and partners with more than 4,500 government agencies across all fifty states.

Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.

Municode is home to over 230 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is located just south of Portland in Lake Oswego, Oregon. We also have individual team members working in several states across the country.



Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation
- Code of ordinance cross-references to legislative voting history, minutes, and video/audio



4,500

Municipal Clients

65+ Years

Serving Municipalities

180 Million

Citizens using our solutions

Meeting and Agenda Management - Summary

Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It is a 100% cloud-based offering that will greatly reduce the staff time and effort required to create and publish online agendas and minutes.

Key Project Deliverables *

- ✦ BOARD/COMMITTEE SETUP - configure as many boards as you need - no limit
- ✦ MEETING TEMPLATE DESIGN - design one or more meeting templates to your custom specifications
- ✦ TRAINING – web teleconference training
- ✦ WORKFLOW - setup custom agenda item approval workflows
- ✦ USERS/ROLES/PERMISSIONS - create and configure unlimited user accounts
- ✦ ANNUAL SERVICE - 99.95% up-time guarantee, data backups, disaster recovery
- ✦ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features *

- ⊙ Unlimited Meetings
- ⊙ Unlimited Meeting Agenda Templates
- ⊙ Unlimited Users
- ⊙ Create Meetings
- ⊙ Submit/Add Agenda Items
- ⊙ Attach agenda item files
- ⊙ Create Agendas
- ⊙ Create Agenda Packets
- ⊙ Create Meeting Minutes
- ⊙ Approve Items with Approval Workflow
- ⊙ Auto Publishing Agenda, Agenda Packet, Minutes to the web
- ⊙ Self-service YouTube video time stamping
- ⊙ Integration with Swagit Video (coming soon)
- ⊙ Voting/Roll Call
- ⊙ Integration with Municode Web calendar

Costs *

Design, Development and Implementation	\$0
Annual Hosting/Support	\$2,200 per year

* [Appendix: Meeting and Agenda Management](#) contains a detailed quote with additional information.

Code of Ordinances Management - Summary

Municode Legal is the nation’s most comprehensive and technologically advanced municipal code publication, codification, and supplementation service provider serving 4,500 clients nationwide. To see our entire library of online codes, visit <https://library.municode.com>.

Key Project Deliverables *

- ★ RECODIFICATION – including a full legal review by a Municode attorney, teleconference to review recommendations and implementation. Deliver 5 printed copies in leatherette binders printed with organization name on cover and spine
- ★ CONVERSION – convert your current Word/Folio code version to our database
- ★ SUPPLEMENTATION - uncoded ordinances incorporated into your code at per-page rate
- ★ ONLINE CODE HOSTING –published in HTML format on our MunicodeNEXT platform
- ★ SERVICE LEVEL – 99.95% up-time guarantee, data backups, disaster recovery
- ★ SUPPORT – 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features *

- ⊙ Full time code attorneys
- ⊙ Professional legal editors, proofreaders, and indexers
- ⊙ Mobile-friendly online codes
- ⊙ Print/Save/Email
- ⊙ Full-text search
- ⊙ Unified search integration - Municode WEB
- ⊙ Cross-reference linking
- ⊙ Inline images & PDFs
- ⊙ Scrollable tables and charts
- ⊙ Static linking
- ⊙ Accessibility (WCAG 2.0 A)
- ⊙ Language translation (Google Translate)
- ⊙ Social media sharing (Facebook, Twitter)
- ⊙ Video tutorials

Costs (based on our recommended services) *

Recodification	\$8,100
Online Code Hosting and Support (MunicodeNEXT)	Free year 1, \$395 years 2+
Supplements	\$18.00 per page

Options *

- Online Code premium features – a la carte pricing (\$395-\$995) see detailed quote
- Code formats (PDF, Folio, WORD) or Reprints see detailed quote

Commented [SR1]: This should really say see "Appendix A, B, Etc." and the Apx should be labeled accordingly.

*[Appendix: Code of Ordinances Management](#) contains a detailed quote with additional information.

Website Design - Summary

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables *

- ✳ DESIGN - custom graphic design
- ✳ CONTENT - Municode migrates all web pages and 5 years meetings
- ✳ TRAINING – web teleconference staff training
- ✳ HOSTING - 99.95% up-time guarantee, data backups, disaster recovery
- ✳ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Content Management System Standard Features *

- ⊙ Responsive Mobile Friendly Design
- ⊙ Simple Page Editor
- ⊙ Best-in-Class Search Engine
- ⊙ ADA/Section 508 Compliance
- ⊙ Social Media Integration
- ⊙ Web Page Categories - create a page once, have it show up in multiple places
- ⊙ Department Micro-sites (sites-within-a-site)
- ⊙ Rotating Banners and Headline Articles
- ⊙ Online Job Postings
- ⊙ Online Bid/RFP Postings
- ⊙ Photo Album Slideshows
- ⊙ Google Maps Integration
- ⊙ Resource/Document Center
- ⊙ Image auto-scaling and resizing
- ⊙ Site Metrics (Google Analytics)
- ⊙ Content Scheduling (Publish Today, Unpublish Tomorrow)
- ⊙ Unlimited User logins
- ⊙ Unlimited Content
- ⊙ Word-like WYSIWYG Editor
- ⊙ Unlimited Online Fillable Forms
- ⊙ Emergency Alerts
- ⊙ Meeting Agendas/Minutes/Videos
- ⊙ Event Calendar
- ⊙ Page Versioning / Audit Trail
- ⊙ Latest News / Press Releases
- ⊙ Anti-spam controls
- ⊙ Email Harvesting Protection
- ⊙ Broken Link Finder
- ⊙ Dynamic Sitemap
- ⊙ Support for Windows, Mac, Linux
- ⊙ Video integration (YouTube, Vimeo, etc.)
- ⊙ Client owns rights to all data
- ⊙ Organization/Staff Directory
- ⊙ Frequently Asked Questions (FAQs)
- ⊙ Ordinances and Resolutions
- ⊙ Google Translate
- ⊙ Share This Button (Facebook/Twitter)
- ⊙ Secure Pages / SSL
- ⊙ Printer Friendly Pages
- ⊙ RSS Feeds Inbound/Outbound

Costs *

Design, Development and Implementation	\$4,000 \$3,800 (bundled discount)
Annual Hosting/Support	\$1,500 / year

* [Appendix: Website Design, Hosting, and Support](#) contains a detailed quote with customer references, portfolio examples, project timeline, and additional options.

Bill Print - Summary

INITIAL PROGRAMMING AND SET-UP ONE-TIME FEE **\$800** / one time
Waived for existing client

- Initial Statement design
- Initial data mapping
- Data transfer site set up and training

MANUALLY MESSAGE CHANGE **\$25** / change

ADDITIONAL OR RE-PROGRAMMING CHANGES **\$150** / Hour

STATEMENTS, LATE NOTICES, LETTERS ETC. **\$.145** / statement

Reduction in cost for suppression of #9 Return Envelope **-.005** / statement

Additional special handling charge for householding, outsorts, or pulled statements **.04** / statement

Additional Statement pages **.04** / additional pages

Inserting fees for additional advertising fliers/buck slips/newsletters/notices/etc. This is the cost of inserting the flier. The cost for production of the flier itself will vary with the number and quality. **.01** / insert

Minimum Charge: Not an additional charge to regular statement pricing. If the total printing/statement cost is less than \$50, we will charge a \$50 flat rate to cover fixed costs. **\$50.00**

OPTIONAL: NCOA (NATIONAL CHANGE OF ADDRESS) **.005** / statement

OPTIONAL: EBILLING **.10** / statement
Custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement

SUGGESTED POSTAGE DEPOSIT **\$1,564.00**
Municode will require that the client maintains a permanent postage deposit in connection with this agreement. Upon termination of the Agreement, Municode shall return the deposit amounts to client after payment of all services.

* [Appendix: Bill Printing](#) contains a detailed quote with additional description of service, terms and conditions.

Online Payments - Summary

Municode and Orbipay are pleased to offer this robust online payment solution that will streamline the payment process for your community and provide best-in-class reporting and functionality for your staff. With fewer people waiting in line to drop off a check, your customers will now be able to pay from their computer, by phone, or even by text message!

Key Service Features *

- ✦ **BRANDING CUSTOMIZATION** – customize your online payment portal to reflect your branding
- ✦ **WEB TRANSACTIONS** – easy-to-use, full self-service online portal
- ✦ **FLEXIBLE PAYMENT OPTIONS** – auto pay, one-time payments, or recurring payments
- ✦ **INTERACTIVE VOICE RESPONSE** – customers will be able to pay easily over the phone
- ✦ **STABLE AND SECURE** – your customer’s information will be safe and sound

Fee Description – Utility Bills	Fee
ACH Transaction Processing	
<ul style="list-style-type: none"> • ACH Transactions • ACH Returns 	<ul style="list-style-type: none"> \$1.00 \$1.00
Card Transaction Processing	
<ul style="list-style-type: none"> • Card Transactions • Card Chargebacks 	<ul style="list-style-type: none"> \$3.75 \$3.75
Other Transaction Processing	
<ul style="list-style-type: none"> • Hosted IVR Transaction Surcharge • Invoice Transaction Surcharge • Front Office Batch & Walk in Transactions 	<ul style="list-style-type: none"> N/A N/A \$3.75
Fee Description – Tax Bills	Fee
ACH Transaction Processing	
<ul style="list-style-type: none"> • ACH Transactions • ACH Returns 	<ul style="list-style-type: none"> \$1.00 \$1.00
Card Transaction Processing	
<ul style="list-style-type: none"> • Card Transactions • Card Chargebacks 	<ul style="list-style-type: none"> \$7.50 \$7.50
Other Transaction Processing	
<ul style="list-style-type: none"> • Hosted IVR Transaction Surcharge • Invoice Transaction Surcharge • Front Office Batch & Walk in Transactions 	<ul style="list-style-type: none"> N/A N/A \$7.50

* [Appendix: Online Payments](#) contains a detailed quote with additional features, reporting, reconciliation process, terms and conditions.

Master Services Agreement

This agreement ("AGREEMENT") is entered between the Town of Bowling Green, Virginia ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

- 1. Term of AGREEMENT.** This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice
- 2. Compensation.** It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.
- 3. Scope of Services.** CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including any appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.
- 4. Integration.** This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
- 5. Warranty.** CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.
- 6. Liability.** CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.
- 7. Termination.** This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.
- 8. Independent Contractor.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.
- 9. Confidentiality.** (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: (i) is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and (ii) relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information;

business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

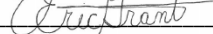
10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Virginia without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By: 

Title: President, Municode

Accepted by:

By: _____

Title: _____

Date: _____

Appendices

The previous pages succinctly summarize our recommended service offering. The appendices below provide detailed quotes for each specific service.

Appendix: Meeting and Agenda Management

- provided via separate attachment

Appendix: Code of Ordinance Management

- provided via separate attachments

Appendix: Website Design, Hosting and Support

- provided via separate attachment

Appendix: Bill Printing

- provided via separate attachment

Appendix: Online Payments

- provided via separate attachment